**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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| SS&C Technologies, Inc., Plaintiff, -against- REUTERS AMERICA LLC, REUTERS LIMITED, and REUTERS AMERICA, INC., Defendants. | 06 Civ. 00154 (NRB) **ANSWER AND COUNTERCLAIMS** **Defendants demand trial by jury** |

Defendants Reuters America LLC and Reuters Limited, (collectively "Reuters" or "Defendants"), by its attorneys, Lankler Siffert & Wohl LLP, answer the Complaint of Plaintiff SS&C Technologies, Inc. ("SS&C" or "Plaintiff") as follows:

1. Admit the allegations in paragraph 1 of the Complaint.

2. Admit the allegations in paragraph 2 of the Complaint.

3. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint, except admit Reuters America LLC is a Delaware limited liability company with its principal place of business in New York and defendant Reuters Limited is a United Kingdom corporation, and deny defendant Reuters America, Inc. is a Delaware corporation with its principal place of business in New York.[1]

4. Admit the allegations in paragraph 4 of the Complaint.

5. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint.

[1] By Order dated February 1, 2006, Reuters America, Inc. was dismissed as a defendant on the grounds that that entity no longer exists.

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6. Deny the allegations in paragraph 6 of the Complaint, except admit that Bridge Data Company assigned its rights and obligations under the contract to Reuters Limited in October, 2001, in connection with Reuters America LLC's acquisition of certain assets from Bridge Data Company out of bankruptcy.

7. Deny the allegations in paragraph 7 of the Complaint.

8. Deny the allegations in paragraph 8 of the Complaint.

9. Deny the allegations in paragraph 9 of the Complaint.

10. Deny the allegations in paragraph 10 of the Complaint.

11. Deny the allegations in paragraph 11 of the Complaint.

12. Deny the allegations in paragraph 12 of the Complaint, except admit that SS&C has demanded payment from Reuters.

13. Deny the allegations in paragraph 13 of the Complaint, except admit that the contract is a written document that speaks for itself, and refer to the document for the terms contained therein.

14. Repeat, reallege and incorporate by reference herein the answers to paragraphs 4-7 and 10-13 of the Complaint.

15. Deny the allegations in paragraph 15 of the Complaint.

16. Deny the allegations in paragraph 16 of the Complaint, except admit that there were no Heatmaps-Lite users on the Reuters platform, effective October 20, 2003 and there were no Heatmaps-Pro users on the Reuters platform, effective April 30, 2005.

17. Deny the allegations in paragraph 17 of the Complaint.

18. Repeat, reallege and incorporate by reference herein the answers to paragraphs 4-7 and 15-16 of the Complaint.

19. Deny the allegations in paragraph 19 of the Complaint.

20. Repeat, reallege and incorporate by reference herein the answers to paragraphs 4-7 and 15-16 of the complaint.

21. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21.

22. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22.

23. Deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23.

24. Deny the allegations in paragraph 24 of the Complaint.

25. Deny the allegations in paragraph 25 of the Complaint.

26. Deny the allegations in paragraph 26 of the Complaint.

27. Deny the allegations in paragraph 27 of the Complaint.

## First Affirmative Defense
## (Failure to State a Claim)

28. The complaint, and each cause and part thereof, fails to state a claim for relief.

**Second Affirmative Defense**
**(Unclean Hands)**

29. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 28 hereof, as if fully set forth herein.

30. The contract provides that Defendant could terminate if it notified the Plaintiff in writing at least sixty (60) days prior to the expiration of the preceding Renewal Term.

31. On information and belief, on or before May 5, 2003, Plaintiff SS&C received notice that Reuters intended to terminate the contract because Reuters did not have enough people using the product to justify the $250,000 annual subscription for the software.

32. On or before May 5, 2003, the parties discussed and agreed orally to keep their high end product for select customers at a price to be agreed, but in the interim Reuters agreed to pay $75 per user.

32. On information and belief, on or about May 5, 2003, Plaintiff SS&C received notice of termination of the contract, effective September 16, 2003, in a letter signed by Andrew McLean of Reuters.

33. On information and belief, despite knowing about the termination of the contract, SS&C knowingly accepted seven obviously mistaken payments sent by Reuters after the effective termination date of the contract.

34. On information and belief, despite knowing about the termination of the contract and the implied-in-fact and/or oral contract agreed to by the parties whereby Reuters would pay for the distribution of Heatmaps-Pro on a per user basis, SS&C subsequently demanded payment due pursuant to the terminated contract as if it were still in effect and disregarded the actual

termination of the contract and the new implied-in-fact and/or oral contract agreed to by the parties.

35. Plaintiff's claims are barred by the doctrine of unclean hands.

**Third Affirmative Defense**
**(Set Off)**

36. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 34 hereof, as if fully set forth herein.

37. From on or about September 1, 2003 through on or about March 1, 2004, Defendants made mistaken and inadvertent payments to Plaintiffs in the approximate amount of $111,559.10.

38. Any right Plaintiff has to recovery should be set off by the amount Defendants have overpaid.

**Fourth Affirmative Defense**
**(Unjust Enrichment)**

39. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 37 hereof, as if fully set forth herein.

40. On or before May 5, 2003, Plaintiff had knowledge that the original licensing contract was terminated.

41. On or about October 20, 2003, Defendants terminated the availability of Heatmaps-Lite to its users pursuant to its termination notice on or about May 5, 2003.

42. Because distributions under the original contract were terminated, Plaintiff would be unjustly enriched if allowed recovery under the original contract.

**Fifth Affirmative Defense**
**(New Binding Agreement Formed)**

43. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 41 hereof, as if fully set forth herein.

44. On or about May 5, 2003, an oral agreement was formed by which Defendants and Plaintiff agreed that Defendants would keep Heatmaps-Pro for select customers at a price to be agreed, but in the interim to be $75.

45. In the alternative, on or after May 5, 2003, an implied-in-fact agreement was formed by the parties' conduct that Defendants would keep Heatmaps-Pro for select customers at a price to be agreed, but in the interim to be $75.

46. As a result of the parties' agreement, Reuters' conduct did not violate the Lanham Act, 15 U.S.C. §§ 1114, 1125(a).

**First Counterclaim**
**(Declaratory Judgment)**

47. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 134 hereof, as if fully set forth herein.

48. Defendants are entitled to a declaration that the contract was terminated on September 16, 2003, as evidenced by the termination letter, dated May 5, 2003, attached hereto as Exhibit A.

49. Defendants are entitled to a declaration that no further payments are due under the contract.

50. Defendants are entitled to a declaration that Plaintiff is obligated to return all

inadvertent payments made to it by Defendants from September 1, 2003 through March 1, 2004.

51. Plaintiff is liable to Defendants for their attorneys' fees and costs expended in defense of this action.

**Second Counterclaim**
**(Unjust Enrichment)**

52. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 48 hereof, as if fully set forth herein.

53. Defendants inadvertently paid Plaintiff approximately $111,559.10 after the proper termination of its contract.

54. Despite the fact that Plaintiff knew that payments made after the proper termination of the contract were mistaken, Plaintiff knowingly accepted those mistaken payments without bringing them to the attention of Defendants.

55. Despite demand for reimbursement, Plaintiff has refused to compensate Defendants for their overpayment.

56. As a result of the foregoing, Plaintiff has been unjustly enriched at the expense of Defendants in the approximate amount of $111,559.10.

**Third Counterclaim**
**(Conversion)**

57. Defendants repeat and reallege each and every allegation contained in paragraphs 1 through 54 hereof, as if fully set forth herein.

58. Defendants inadvertently paid Plaintiff approximately $111,559.10 after the proper termination of its contract.

59. Despite the fact that Plaintiff knew that payments made after the proper termination of the contract were mistaken, Plaintiff knowingly accepted those mistaken payments without bringing them to the attention of Defendants.

60. Since in or about March 2004, Plaintiff has been and continues to be in wrongful possession of Defendants' money thereby committing a conversion of the money as against Defendants.

61. Defendants have demanded return of the money and have been met with refusal.

62. As a result of Plaintiff's intentional conversion of monies owed Defendants, Defendants have been and continue to be unlawfully deprived of their rights, title and interest in these monies.

63. By reason of the foregoing, Plaintiff is liable to Defendants for the damages suffered in an amount to be determined at trial, but in no event less than $111,559.10 plus interest.

WHEREFORE, Defendants demand judgment (1) dismissing Plaintiff's claims with prejudice, (2) declaring that Plaintiff is obligated to return all inadvertent payments made to it by Defendants from September 1, 2003 through March 1, 2004, (3) awarding judgment for Defendants on their counterclaims, together with the costs and disbursements of this action, and (4) granting such other and further relief as the Court deems just and proper.

Dated: March 1, 2006
New York, New York

LANKLER SIFFERT & WOHL LLP

By: ______________________
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Lauren C. Freundlich (LF-1144)

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# EXHIBIT A

REUTERS

*Andrew McLean*
*Head of Content Acquisition*
*& Rights Management*
*The Reuters Building, 20th floor*
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May 5th, 2003

Mr. Cormac L. Kinney
Chief Executive Officer
NeoVision Hypersystems, Inc.
80 Broad St., 10th Floor
New York, NY 10004

Dear Mr. Kinney

**Distribution Agreement between Bridge Data Company and NeoVision Hypersystems, Inc., dated September 17th, 1999 (the "Agreement")**

I refer to the Agreement, which was assigned to Reuters Limited upon the acquisition of certain assets of Bridge Data Company out of bankruptcy in October 2001.

Pursuant to Section 7.1 of the Agreement this letter serves as notice that Reuters is not intending to renew the Agreement when the current term expires on September 16, 2003.

We do not currently have enough people using the product to justify the $250,000 annual subscription for the software. We would be interested in discussing an arrangement with you whereby the software is offered as an add-on service to the Bridge product range with any royalties generated being spilt between us. Please contact me at the number above if this arrangement would be of interest to you.

Yours sincerely

Andrew McLean

**Andrew McLean**
**Head of Content Acquisition**

Copy to: Chris Ahearn
Harry Temkin
Rachel Moodie
Aiden Murphy

# AFFIDAVIT OF SERVICE

STATE OF NEW YORK )
) ss . :
COUNTY OF NEW YORK )

LUCY RAMOS, being duly sworn, deposes and says:

Deponent is not a party to the above–entitled action, is over 18 years of age and resides in Far Rockaway, New York.

That on the 1[ST] day of March, 2006, she served true and correct copies of the foregoing Defendants' Answer and Counterclaims and Rule 7.1 Statement by Federal Express upon all parties on the attached service list.

Lucy Ramos

LUCY RAMOS

Sworn to before me this
1th day of March, 2006

Raymond G. Marchitello

Notary Public

RAYMOND G. MARCHITELLO
Notary Public, State of New York
No. 01MA5023514
Qualified in Bronx County
Commission Expires Feb. 7, 2010

**SERVICE LIST**

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